The Solicitors' Journal.

LONDON, JANUARY 1, 1881.

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CURRENT TOPICS.

LEAVE OF ABSENCE for six months has been granted to Mr. R. H. LEACH, the senior Chancery Registrar, who, as we recently mentioned, has been suffering from ill-health. Mr. CHARLES CARRINGTON has been appointed deputy-registrar during Mr. LEACH's absence.

WE HAVE RECORDED several instances of "Boycotting" solicitors in Ireland, and it now appears that the bar are to be subjected to this process. We learn from an Irish journal that at a meeting of a local branch of the Land League at Ennistymon it was unanimously resolved "That as Mr. SWIFT MCNEIL, barrister-at-law, took up the case of RICHARD STACPOOL, J.P., against the evicted tenant, MARTIN WALSH, Rannagh, we hereby pledge ourselves to give him no more professional support in this county; and we hereby direct our secretary to send copies of this resolution to every branch in this county, to invite them to co-operate with us in punishing this gentleman for backing up the worst case of landlord tyranny that has occurred in this county since the formation of the Land League."

THE RELEASE of a chancery prisoner is a matter attended with somewhat unnecessary complexity. Before the culprit can be let out an order must be made by the court, and this order is a document which requires to be drafted, fair copied, and, when passed by the registrar, copied onto the records. After this process (which may occupy some hours) the solicitor for the prisoner has to take the original order to the gaol where the prisoner is confined, and present it to the governor, and then, not till then, can he obtain the release of his client. Where, as in a recent case, the prisoner is confined in a country gaol, and the order is made at the close of the week, these formalities might result in an unreasonable prolongation of the imprisonment. In these matters, where the liberty of the subject is concerned, it would seem to be desirable that some mode should be devised for enabling the governors of gaols to release chancery prisoners on a simple direction signed by the judge and countersigned by the registrar, and with the seal of the registrar stamped upon it; the formal order for release being drawn up afterwards.

WE PRINT in another column a report of a case in which Mr. DANIEL, Q.C., the county court judge of the Leeds district, has practically interpreted the recent decision in *Debenham* v. *Mellon* (29 W. R. 141). His statement of the law as laid down by the House of Lords entirely accords with that we ventured to put forward as soon as the case was decided (*ante*, p. 89). A wife, he says, in her mere character of wife, has no authority to pledge her husband's credit, even for necessaries. She can only pledge his credit if an express authority to do so has been given to her by her husband, or if the circumstances are such as to justify the court in inferring that the husband had, in fact, intrusted her with such authority. Where there is no express authority the question will now always be has the husband so conducted himself as to entitle the tradesman dealing with the wife to rely upon an appearance of authority? In the case before Mr. DANIEL, it appeared that the tradesman had never before dealt with the wife; that the only payment which he had received had been made by the wife, and that the husband was not present when such payment was made; but it was stated that the husband had been in the tradesman's shop when his wife was there, and upon this the judge held that the wife had authority to pledge her husband's credit. The evidence on which he proceeded is stated in the report as follows:—"His Honour: Has the husband been present when any payment has been made?—Plaintiff: He has been in the shop, but not present when the payment was made.—He has been in your shop when the wife was there?—Yes." It does not quite clearly appear from this report whether the husband accompanied his wife to the shop when she went to pay for the goods, or whether he merely took her with him to the shop on some other occasion when he went to make a purchase for himself. In the former case, the inference of agency may reasonably be made; in the latter, it is impossible to say that any such inference arises. We cannot doubt that the evidence must have shown that the husband had accompanied the wife to the shop when she went to make her payment.

IT APPEARS that the Manchester Chamber of Commerce are about to carry out the long talked of project of a tribunal of commerce, and we cannot say we are surprised to hear it. The arrangements for assizes for the trial of civil business at Liverpool and Manchester are simply preposterous, and it is not wonderful if mercantile men cry out for tribunals of commerce or anything else to rescue them from such a state of things. At the same time we cannot help thinking that the Chamber of Commerce would be better employed in

putting pressure on the Government to induce them to give reasonable facilities for the trial of civil causes in Lancashire, than in attempting this hopeless scheme of a commercial tribunal. When will men learn that of the two ways of deciding controversies, either according to settled rules or by the light of nature, the former is the only one which a commercial community will long tolerate? For, as the Judicature Commissioners pointed out, it is of the first importance to such a community that the decisions of these tribunals should, on all questions of principle, be, as far as possible, uniform, so as to afford precedents for the conduct of those engaged in the ordinary transactions of trade. If this is true, then the judges of commercial tribunals must be guided by the recognized rules of law and the decisions of superior courts in analogous cases. But only judges who have been trained in the principles and practice of the law can be expected to be so guided; hence comes the conclusion that commercial questions must be determined by men of legal training.

It is stated that, with the forthcoming number of the *Law Reports*, it is proposed to carry into effect a change in the mode of publication. For the future reports from the three divisions of the Queen's Bench, the Common Pleas, and the Exchequer will be comprised in the same volume, with a continuous pagination. By this change, slight in its apparent effect, but important in its real meaning, another step will be taken towards the general recognition of all these courts as a single division. At the same time, library shelves will obtain a distinct relief by the substitution of at most two compact volumes for the three or four of varying degrees of thinness which the law reporters at Westminster have hitherto provided every year. A volume of chancery or appeal cases in the *Law Reports* averages about 900 pages in bulk, whereas a volume of Exchequer or Probate cases contains little more than one-third of this total. The four volumes for Queen's Bench, Common Pleas, Exchequer, and Probate for 1880, which must each be bound separately, aggregate altogether about 1,740 pages, being about equal to two volumes of the usual chancery size. With this may be compared the volume of the Weekly Reporter for 1880, which contains in only 988 pages of a single compact volume nearly all the cases in the huge array of the *Law Reports* for that year.

At the last term of the Caldwell Circuit Court, says an American legal journal, a young gentleman from New England applied for a licence to practise law. The committee appointed to examine him touching his qualifications reported adversely. The applicant got on the floor of the court, coolly surveyed the members of the bar, and then said, "May it please the court, your committee may be right; I don't think so. But, from the look of this bar, I am the first man who was ever refused a licence."

Sir Watkin Williams, in replying to an address by a Welsh assembly congratulating him upon his elevation to the bench, remarked that great and radical changes had lately been made in the judicial system, and that still further changes were pending. In the "good old days," as they were called, of Lord Ellenborough and Lord Abinger, it was the boast of the judges that they could dispatch thirty-five causes in a day; they, in fact, crushed through a cause-list like an elephant through a rice plantation. Law was dissociated from justice and right, and became a common byeword for absurdity and wrong. Unintelligible technicalities were now being rapidly swept away; causes were thoroughly tried on their merits, but in place of hours they occupied days; they were more open to popular criticism on their merits, and appeals were multiplied. One thing, at least, was certain—that there was now a more thorough attempt to do real justice as well as to administer mere law.

EXTRAORDINARY TRAFFIC ON HIGHWAYS.

The recent case of *Wallington* v. *Hookins* (29 W. R. 152) supplies another guide to the interpretation of a loosely expressed, but just and much-needed, provision of the Highway Act, 1878. By section 23 of that Act it is provided that "where, by a certificate of their surveyor, it appears to the authority which is liable to repair any highway that, having regard to the average expense of repairing highways in the neighbourhood, extraordinary expenses have been incurred by such authority in repairing such highway by reason of the damage caused by excessive weight passing along the same, or extraordinary traffic thereon, such authority may recover in a summary manner from any person by whose order such weight or traffic has been conducted the amount of such expenses" as therein provided. The appellant in the recent case was a quarrymaster, who had been ordered by justices to contribute to the repair of roads in consequence of his having caused extraordinary traffic on them. At the hearing before the justices it was proved that there were several other quarries in the neighbourhood, and that the stone traffic was a recognized business, and was of a permanent character; that the traffic had increased considerably since 1871, but there had been no great increase since the passing of the Highway Act, 1878; that the wagons used by the appellant for transporting stone were constructed in the manner usually adopted for stone wagons, and weighed from a ton to a ton and a half, and carried loads of from three to four tons, these were found to be the usual loads in the stone traffic; that the roads in the district had been formed and maintained with reference to the stone traffic, but their repair was far more expensive than that of roads used only for agricultural traffic. Upon these facts the justices held that the stone traffic was not extraordinary traffic within the meaning of the section, but that the weights were excessive, and that extraordinary expenses had been incurred within the meaning of the section. The Queen's Bench Division held that the appellant was not liable to contribute to the repair of the roads.

Now, on the words of the section it will be seen that the liability to contribute may be incurred in two ways: in consequence of causing (1) excessive weight, or (2) extraordinary traffic, to pass along the highway, provided that the result of such excessive weight or extraordinary traffic is to cause the highway authority to incur "extraordinary expenses" in repairing the highways. The question of what are extraordinary expenses is directed by the section to be determined by "the average expense of repairing highways in the neighbourhood." But how are the questions of what is "excessive weight" or extraordinary traffic" to be settled? According to Grove, J., in *Lord Aveland* v. *Lucas* (28 W. R. 446, L. R. 5 C. P. D. 211), extraordinary traffic does not mean traffic unusual in character; it means "an abnormal amount of it, a great amount in character, regardless of its source; it means extraordinary as to that particular road;" and "excessive weight" means, not an unusual weight on particular occasions, but "the quantity passing along the road as a whole." And Lindley, J., added that "the word 'excessive' has regard to the weight usually put upon the road, and roads may be made for different purposes—that is to say, one road might be made additionally lasting if meant to sustain a greater amount of wear and tear than other roads in the district." On appeal, Lord Justice Bramwell, in affirming the judgment of the Common Pleas Division, said that the appellant clearly "had done damage to the road, and thrown extra burden upon it beyond its ordinary and normal use." The result of these decisions seems to be that "extraordinary traffic" is traffic exceeding in amount the ordinary traffic on

the road; and "excessive weight" means weight beyond the weight usually put on the road by the traffic as a whole. It will be seen that both definitions practically come to the same thing as the terse expression of Lord Justice Bramwell, and that the question really is, Has any extra burden been thrown on the road beyond its ordinary and normal use?

In *Wallington* v. *Hookins* the question turned on what is the ordinary and normal use of a highway. The justices had found that the traffic was not extraordinary, but that the weight of the traffic was excessive, and that the expense of the repairs was extraordinary. The Queen's Bench Division held that, upon the evidence, the burden thrown on the road was not beyond the ordinary use. "Regard being had," said Lord Coleridge, C.J., "to the character of the district, and of its industry, and to the form of wagon in use, I do not think that the weights are excessive. If the district were an agricultural district they would probably be so; but when once it is allowed that the production of the stones is the recognized industry of the district, and that it is carried on in the usual manner, I think that the weight cannot be called excessive within the meaning of the Act."

The evil which the section was intended to remedy was the great expense caused in repairing roads during the construction of a railway or other public undertaking; and in these cases, even though quarrying of stones is a "recognized industry" of the district, it is clear that the unusual and sudden increase of traffic over the roads will bring the contractors within the section.

THE EMPLOYERS' LIABILITY ACT.

THIS Act comes into operation to-day. The circumstances under which it was passed, and the doctrine of English law which gave rise to the necessity for it, will be known to our readers. We have on various occasions discussed this topic in relation to then future legislation. The measure that on those occasions was *in fieri* is now *in esse*, and the question arises how far the legislation of last session on this subject is satisfactory. We cannot say that the statute is a good piece of workmanship so far as its expression or arrangement are concerned. It bears on the face of it the marks of being a compromise. Its expressions are loose and unscientific. What it appears to give in one section it takes away in another, and the general impression left on the mind of the reader is one of clumsiness and obscurity.

The provisions of the Act are confined, it should be premised, to railway servants and persons to whom the Employers' and Workmen Act, 1875, applies. This excludes menial servants from the operation of the Act, and probably various other kinds of servants. We do not quite understand why, if the principle of the Act is just, all servants should not have the benefit of it. Menial servants, however, are not a political power as the operatives are.

The 1st sub-section of section 1 provides that when the injury to a workman is caused "by reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer," there shall be the same right of compensation and remedies against the employer "as if the workman had not been a workman of nor in the service of the employer, nor engaged in his work." Sub-section 1 of section 2 entirely alters the effect of the preceding section. It enacts that "under sub-section 1 of section 1, unless the defect therein mentioned arose from, or had not been discovered or remedied owing to, the negligence of the employer, or of some person in the service of the employer, and intrusted by him with the duty of seeing that the ways, works, machinery, or plant were in proper condition," no right of compensation shall arise. This is obviously a very defective species of legislation. The qualification introduced by the 2nd section is not really in the nature of a proviso or exception, and the limitation therein contained ought to have formed part of the same enactment which creates the liability. The 3rd sub-section of section 2 further limits the operation of the previous section. It enacts that there shall be no compensation "in any case where the workman knew of the defect or negligence which caused the injury, and failed within a reasonable time to give, or cause to be given, information thereof to the employer, or some person superior to himself in the service of the employer, unless he was aware that the employer or such superior already knew of the said defect or negligence." To some extent it would appear that these provisions only affirm the common law. The employer was always held liable for defective machinery, &c., when there was personal negligence on his part. The law, however, is altered in so far as the employer is made responsible for the neglect in this respect of any person in his service, and intrusted by him with the duty of seeing that the ways, works, machinery, or plant were in proper condition. The liability thus entailed is very sweeping in respect of certain enterprizes, such as collieries. There will be very difficult questions of fact as to what amounts to an intrusting with the duty of seeing that the ways, &c., are in proper condition. The master will not only be made liable for the negligence of persons in the position of superintendents or managers, but for the misconduct of very subordinate and inferior servants. It must frequently be the case that the duty of seeing that some part of the plant is in proper condition is inevitably intrusted, to some extent, to persons of inferior position. The idea involved in some of the arguments heretofore used on the subject is that the negligence of persons who are in the nature of vice-masters should render the master responsible. There is some justice in this idea. There are matters which, it may be said, the master ought to look to himself, or as to which, if he delegates his functions, he ought to be responsible for his delegate. The difficulty is to define what has been called a vice-master. But the provisions we are discussing go far beyond any such idea. Again, the provision which enables the servant, though he knew of the defect, to throw the liability on the employer, if he gives notice of the defect to any person superior to himself in the service of the employer, is one of a very vague and uncertain nature. One difficult question that will arise will be who is a person "superior to himself." The person may be so slightly superior that very little protection will thereby be afforded to the employer.

The 2nd sub-section of section 1 makes the employer responsible for injuries caused to workmen by reason of the negligence of any person in his service "who has any superintendence intrusted to him while in the exercise of such superintendence." The definition given, by section 8, of a person "who has any superintendence intrusted to him" is "a person whose sole or principal duty is that of superintendence, and who is not ordinarily engaged in manual labour." This seems to be an attempt at a definition of the "vice-master," to whom we have before alluded. How far such definition will prove successful, time alone can show. It will, however, it is pretty obvious, give rise to troublesome questions of fact. The proviso contained in sub-section 3 of section 2 also applies to this sub-section of section 1, and consequently if the workman knows of, but gives information of, the negligence of the superintendent to the employer, or to any person superior to himself in the service of the employer, the employer is responsible. This seems to involve an absurdity in some cases. The negligence may be that of the manager of the concern, intrusted with plenary power over all the men employed. If the workman injured tells any one, however slightly superior to himself in the service of the employer, though

such person would no more dare to complain to the employer or the manager than the workman himself, the employer is to be liable.

An important question will arise as to all the sub-sections of section 1. They all refer to an injury caused to a workman "by reason of," &c. How far is the doctrine of contributory negligence left open on this phraseology? An accident may be the result of the negligence of two parties, that of the person for whom the employer is responsible, and that of the workman himself. It would appear that the question of contributory negligence will be open in all the cases to which the Act refers except, perhaps, in some cases under the 3rd sub-section of section 1, to which we shall hereafter refer. The effect of the 3rd sub-section of section 2 would appear to be that if the workman knew of the defect or negligence, and failed to give the information to his employer or superior as required by the section, he will not be entitled to recover, quite apart from the question of contributory negligence. In other words, the question for a jury will be whether he knew of the defect, &c., and failed to give the information; not generally whether he was guilty of contributory negligence.

Sub-section 3 of section 1 makes the employer liable in respect of injuries caused to workmen "by reason of the negligence of any person in the service of the employer to whose orders or directions the workman at the time of the injury was bound to conform, and did conform, where such injury resulted from his having so conformed." Our notion of the meaning of this sub-section is that it is meant to protect the workman in cases where he is ordered to do some dangerous act, or incur some obvious risk, by a superior whose orders he cannot practically resist without the probability of dismissal. We doubt, therefore, whether the doctrine of contributory negligence would here apply, at least so far as the mere incurring of the risk in conformity with the orders goes. Let us take an illustration. A workman is ordered by his superior in the service to work in some place where there is danger from unfenced machinery. Assuming that it is not negligence on the part of the superior to give him the order, by the common law he could not recover, for two reasons: the negligence (if any) would be the negligence of a fellow-servant, and he himself would voluntarily incur the risk. Our idea is that the Act was meant to meet such a case as this, but the language is somewhat clumsy, and difficult questions may arise upon it.

The 4th sub-section of section 1 provides that the employer shall be liable in cases where injury is occasioned "by reason of the act or omission of any person in the service of the employer, done or made in obedience to the rules or bye-laws of the employer, or in obedience to particular instructions given by any person delegated with the authority of the employer in that behalf." Sub-section 2 of section 2 provides that the workman shall not be entitled to compensation unless the injury resulted from some impropriety in the rules, bye-laws, or instructions; and that when the rule or bye-law has been approved by any department under any Act of Parliament, it shall not be deemed improper or defective for the purposes of the Act. Nice questions will arise as to whether the particular act or omission complained of was done or made in obedience to the rules or bye-laws, or in obedience to the instructions of the employer's delegate; also as to when a person is delegated with the authority of the employers in that behalf. The 5th sub-section of section 1 provides that the employer shall be liable in the case of injury caused to any workman "by reason of the negligence of any person in the service of the employers who has the charge or control of any signal, points, locomotive engine, or train upon a railway." Difficult questions will arise as to what is a "train." This last sub-section is a curious instance of legislation. It suddenly throws over all abstractions and makes an anomalous provision with regard to certain concrete cases. The observation that suggests itself to us is that in many places railway servants constitute a formidable voting power.

The 3rd section limits the amount of compensation recoverable to such sum as may be found equivalent to the estimated earnings, during the three years preceding the injury, of a person in the same grade employed during those years in the like employment and in the district in which the workman was employed at the time of the injury. It was obvious that the man's own earnings could not be taken as the limit, because he might have been out of work a considerable part of the three years. This provision is most anomalous. If the principle of the Act is right, this limitation cannot be founded in justice. It reads like a confession that the principle of the Act is very doubtful. Section 4 provides for the period of limitation. The remaining sections relate to matters of procedure with regard to the mode of recovering compensation. There appears to be no provision preventing the workman from contracting himself out of the Act. The result has been that, in many cases, the workman has already done so.

THE JUDICIAL STATISTICS.

Divisional Court of Appeal.

Before the Divisional Court there were during the year 4 special cases, 2 of which were argued. The special cases filed under 20 & 21 Vict. c. 43, were 71, of which 32 were argued. There were also 30 appeals from county courts, 2 only of which were argued, one decision being affirmed, and one reversed. There were also 4 appeals from the Lord Mayor's Court, 3 from the Court of Passage, Liverpool, and 3 from the Salford Hundred Court. In 59 other appeals, by way of motion, orders *nisi* were granted, 13 of which were made absolute, and 10 discharged.

The Court of Appeal.

The total number of appeals from final judgments awaiting a hearing at the commencement of the year was 183; during the year 286 were set down, making 469 appeals from final orders. During the year 224 were heard, and 46 otherwise disposed of, leaving 199 awaiting a hearing at the end of the year. In the previous year there were 127 of these appeals at its commencement, and 346 set down, making 473; 290 were heard or otherwise disposed of, and 183 were left.

Appeals from interlocutory orders waiting for hearing at the commencement of the year numbered 39. There were set down during the year 202; 196 were heard or otherwise disposed of, and 45 left at the end of the year. There were 61 original motions, of which 60 were heard or otherwise disposed of, and 1 left.

From the County Palatine of Lancaster there were 10 appeals; 6 being heard, and 4 remaining.

From the Stannaries Court there were 7 appeals; 4 were heard or otherwise disposed of, and 3 remained.

The appeals from the London Bankruptcy Court awaiting a hearing at the commencement of the year were 28, and 106 were set down during the year; 107 were heard or otherwise disposed of, leaving 27 awaiting a hearing at the end of the year.

The Court of Appeal sat at Lincoln's-inn on 187 days, and at Westminster on 127 days.

The following summary shows the whole work of the two divisions of the Court of Appeal during the year ending the 31st of October, 1879:—

Appeals, both interlocutory and final, in the lists at the beginning of the year .	257
Set down during the year	665
Heard during the year	579
Otherwise disposed of	64
Awaiting a hearing at the end of the year	279

Judicial Committee of the Privy Council.

The number of appeals entered for hearing before the

Judicial Committee of the Privy Council in the year 1879 was 64. The cases heard and determined numbered 73, and 16 were dismissed for non-prosecution. The number of appeals lodged since the 1st of April, 1875, which remained for hearing on the 1st of January, 1880, was 94. The total amount of costs taxed in appeals, in which the costs on one side only were taxed by the registrars, was £18,181.

HOUSE OF LORDS.

The return of the judicial proceedings of the House of Lords during the session of 1879 shows that there were 33 appeals from the Court of Chancery of England, 3 from that of Ireland, and 40 from the Court of Session, Scotland. During the same period 11 appeals were withdrawn, and 13 dismissed for want of prosecution.

The total number of judgments delivered in 1879 was 46, including causes heard in the previous session and standing for judgment, and in 37 of these cases the decision of the court below was affirmed. In 1878 the House delivered 53 judgments, and 36 of these affirmed the previous decisions. Only 18 effective causes remained at the end of the session of 1879. The total amount of fees was £1,884 15s.

COUNTY COURTS.

Formerly there were 59 county court circuits, but three having been absorbed in those adjoining them, 56 now remain, and courts are held at 499 places. The number of plaints entered in county courts in 1879 was 1,044,414, and there were besides 874 cases from superior courts. The cases determined numbered 615,127, of which 1,079 were with a jury and 614,048 without. Judgment summonses were issued to the number of 135,137, of which 76,886 were heard; 31,201 warrants of commitment were issued, and 6,246 debtors imprisoned. Executions against goods were issued in 223,203 cases, and 5,536 sales made. The total amount for which plaints were entered was £3,380,734. The amount of debts recovered was £1,646,757, and of costs £13,070. The fees amount to £445,068. The principal of the foregoing figures are a slight increase on those of the previous year, with the exception of costs, which in 1878, on the recovery of a smaller amount than in 1879, amounted to £119,620. There were 22 warrants issued to arrest absconding debtors, and 791 orders registered for protection of wives deserted by their husbands. The average amount of each plaint was £3 4s. 8d., as against £3 4s. 9d. in 1878.

Equity Proceedings.—The plaints entered for administration of estates numbered 191; for the execution of trusts, 8; for foreclosure or redemption of mortgages, 68; for specific performance, 6; and for dissolution of partnership, 49. There were also 144 petitions and notices filed, and 23 payments by trustees under 30 & 31 Vict. c. 142, s. 24. The amount of the subject-matter of these plaints was £77,061, and the amount of solicitors' costs £3,282. The fees amounted to £1,940. There were 4 county court appeals.

Admiralty Suits.—Under the county courts' admiralty jurisdiction there were 234 suits or proceedings, as against 305 in 1878 and 432 in 1875; 117 vessels were arrested, and there were 68 final decrees. The claims amounted to £24,000, and the costs allowed to £1,139. The fees under this jurisdiction amounted to £919.

CITY OF LONDON COURT.

In the City of London Court there is still an increase of business. The plaints entered were 22,712 in 1879, as against 21,163 in 1878, and 11,739 in 1875. There were also 9 cases from the superior courts. 9,674 cases were determined, 59 of which came before a jury. In 212 only of these cases was the judgment in favour of the defendant, and in 237 there was a non-suit. Judgment summonses were issued to the number of 1,587, and 691 of these were heard; 217 warrants of commitment were issued, and 15 debtors imprisoned; 4,206 executions of goods were issued, and 63 sales made. The total amount for which plaints were issued was £132,567, and the sums for which judgment was obtained amounted to £45,717, the costs being £4,472. The fees on all proceedings were £13,518, and the court sat on 157 days.

Equity Proceedings.—There were only 15 equity proceedings in the City of London Court during the year, the subject-matter of which amounted to a total of £1,968.

Admiralty Proceedings.—Under the admiralty jurisdiction of the City of London Court 168 suits or proceedings were commenced. The aggregate amount of the claims was £19,020, and the costs £1,378.

THE LORD MAYOR'S COURT, LONDON.

The number of actions entered in the Mayor's Court in 1879 was 14,016, showing a gradual increase from the year 1876, when the number was 8,548. The total amount for which actions were entered was £277,052. There were 470 foreign attachments issued for a total of £142,299. On the equity side of the court there were 6 bills of complaint filed in 1879, and 5 in 1878. The fees on all proceedings amounted to £7,041.

ECCLESIASTICAL COURTS.

The number of suits in the ecclesiastical courts in 1879 was 12, as against 13 in 1878. Five of these were in the Arches Court of Canterbury. Of the 12 suits 3 were under the Public Worship Act, 1874; 2 for granting a faculty, 3 for a monition, and 4 for other objects. Further, there were 288 suits for faculties, in 279 of which faculties were decreed. The court fees in 1879 amounted to £1,289.

REVIEWS.

MORTGAGES.

A TREATISE ON THE LAW OF MORTGAGE. By R. H. COOTE, Esq., Barrister-at-Law. FOURTH EDITION. By W. WYLLYS MACKESON, Esq., Q.C. Stevens & Sons; H. Sweet; W. Maxwell & Son.

This is, as the editor observes, not so much a new edition as a new book. Coote has disappeared from the lawyer's shelves, or is only kept for occasional reference in the dusty corner where Burton's Compendium and Fearne on Contingent Remainders repose. Within the thirty years which have elapsed since the last edition was published, many branches of the law of mortgage have undergone complete change, and others, one may almost say, have been newly developed. Nor are these the only causes for the disuse of Coote. The style of text-books has been radically altered. The modern practitioner has become impatient of long-drawn statements of the facts of cases. He wants to have his text-books as comprehensive as possible, and as terse as possible. He looks for the effect of a decision, not for a report of a decision; for in these days of cheap law reports and numerous public law libraries, he has little difficulty in finding a report of any case he may wish to examine in detail.

Mr. Mackeson has adapted his book with considerable skill to these modern notions. He has spread his net over every branch of the subject of securities upon property, including, besides mortgages of all kinds, properly so called, judgments, liens, and pledges. While retaining Mr. Coote's general arrangement of the subject, he has cut out the long statements of cases, and his additions are always tersely expressed. As far as conciseness of statement goes, the book could hardly be surpassed. Here and there, indeed, it is carried to the extent of disregarding the proprieties of style; see, for instance, the statement of *Ex parte Parke* (L. R. 18 Eq. 381), on p. 689, and the curious sentence on p. 451, with reference to order and disposition, "Similarly a custom of leaving goods sold in vendor's possession for convenience of vendee, as in case of pigs; whisky in bonded warehouse (and it is immaterial whether a

delivery order is given); tea warrants; hay; and pianos on hire and sale, takes case out of statute."

With regard to the author's mode of treatment of the subject, the chapter relating to the consolidation of securities affords a fair illustration. This is contained in about twelve pages. After defining the difference between consolidation and tacking, the author deals with the case of one mortgagor and one mortgagee, and then proceeds to the case of a transferee of the two mortgages, and subsequently to the case where the equities of redemption are in different persons. He then discusses the question of the union of the mortgages; and here, we think, with all our liking for Mr. Mackeson's brevity of statement, a little more space might well have been devoted to Lord Justice Cotton's admirable judgment in the recent case of *Mills* v. *Jennings* (28 W. R. 549, L. R. 13 Ch. D. 639); or, if this could not be spared, the result of that case might have been better stated, in the words of the Lord Justice, as being that the purchaser of an equity of redemption "is not subject to any equity arising from acts done by his vendor subsequently to the sale, and, therefore, as against a purchaser of an equity of redemption of an estate, there can be no consolidation of a mortgage subsequently created on another estate." On the other hand, the effect of *Cummins* v. *Fletcher* (28 W. R. 272, L. R. 14 Ch. D. 699) could hardly be better stated than it is by Mr. Mackeson in his next sentence—"The right to consolidate does not apply where there has been no default in respect of one of the securities." Throughout this chapter we find all the decisions cited and stated with clearness; and at the end (as in many other places in the volume) the author gives a summary of the law on the subject in a series of propositions. In some respects the chapter might, perhaps, have been better arranged, but it constitutes an excellent practical digest of the law on the consolidation of mortgages. A similar remark applies to the other parts of the book which we have examined. The chapter on the Bills of Sale Acts is a good specimen of clear and careful statement, the simple device of indicating the alterations made by the Act of 1878 in italics saving a great deal of explanation.

The omissions we have come across are few and slight. In the sections relating to the attornment clause and power of distress, some reference should have been made to the provisions of section 6 of the Bills of Sale Act, 1878; and to the statement on p. 245, that under the Bankruptcy Rule 28 of 1871, the leave of the court must be obtained for a disclaimer, there should have been added a reference to the recent case of *Reed* v. *Harvey* (28 W. R. 423), in which it was held that a disclaimer of a leasehold interest by a trustee is operative, though no application for leave has been made to the court. The book is dated November, 1880, so that no reference could be given to the recent case of *Barrow* v. *Manning* (*ante*, p. 95), in which the Court of Appeal exploded many of the notions as to oppressive and irregular sales by a mortgagee under a power of sale, which were set on foot by *Robertson* v. *Norris* (1 Giff. 421, 443) and other cases; but we observe that Mr. Mackeson has stated the doctrine laid down by these cases with due caution on p. 251.

We think that the book will be found a very valuable addition to the practitioner's library. Considering the wide range, and the difficulty, of the subject, Mr. Mackeson may be congratulated on the success with which he has converted an old and rather long-winded text-book into a complete, terse, and practical treatise for the modern lawyer.

COMPANY PRECEDENTS.

Company Precedents for Use in Relation to Companies subject to the Companies Acts, 1862 to 1880. With Copious Notes. By Francis Beaufort Palmer, Barrister-at-Law. Second Edition. Stevens & Sons.

Use of the first edition of Mr. Palmer's book in practice enables us to speak with some confidence of the excellence of its design, and of the execution as being, on the whole, careful and satisfactory. The present edition appears in a considerably enlarged form, and includes a large number of new forms. The precedents of agreements—one of the most useful sections of the book—do not, however, appear to have been increased in number, but we observe several substitutions. We do not understand why the precedent of an agreement to grant a lease of brickworks to a company should have been omitted. Some precedent of an agreement to grant a lease to a company ought to be inserted to make this part of the work complete. The common forms in memoranda of association and the forms of objects clauses have been considerably increased. The latter now embrace a very wide range, and are a curious index to the whims of the day. Thus we have now for the first time an object clause for coffee-taverns; and in his note Mr. Palmer says that during the last eighteen months scarcely a week has passed without the formation of more than one coffee-tavern company. The temperance music-hall object clause is another novelty. The oyster and mussel company has disappeared from the list, but we observe with surprise that the skating-rink still remains, notwithstanding that these institutions have ceased to enjoy popular favour. Both as regards memoranda and articles, we are glad to observe increased attention paid to the "private" company, which now occupies so much of the attention of the company draftsman. Forms 82 and 83, though they do not cover nearly all the variations which have been adopted as regards the transfer of shares in such companies, will furnish a good basis for working upon.

One of the least satisfactory parts of the previous edition was that relating to debentures. We are glad to observe that many of the precedents have been greatly improved, possibly (though we cannot be certain on this point) by access to precedents which owe their origin to the ingenuity of two draftsmen who devoted much care to this subject, one of whom is now on the bench and the other has become an eminent Queen's Counsel.

Nearly half the book now consists of forms of orders relating to companies. The orders and precedents in winding up have been enormously increased in number, and are now a most complete collection, covering the proceedings at every stage. Forms of orders in actions and proceedings by and against companies (as, for instance, in actions for rescission of contracts obtained by misrepresentation, and against promoters and directors in respect of secret profits) are a new feature in this edition, as also are the forms of orders and precedents in proceedings for arrangements under the Act of 1870. Mr. Palmer has also added nine precedents of private Acts. It will be seen that the scope of the work has been largely increased.

The notes, as in the former edition, are practical, and, so far as we have tested the additions, we have found them, generally speaking, reliable. Some few of the notes in the former edition were a little incautious, but this cannot be said of the observations we have examined in the present edition. Thus, under the new form, under Memoranda of Association, relating to the purchase by a company of its own shares, Mr. Palmer says that the better opinion is that, as a purchase involves a reduction of capital, it can only be effected with the sanction of the court given pursuant to the Acts of 1867 and 1877. We have always, notwithstanding *Hope* v. *International Society* (25 W. R. 203, L. R. 4 Ch. D. 327), considered this very doubtful, and should have thought that Mr. Palmer would have treated it, as Mr. Buckley does, as a *quære*. The judgment of the Court of Appeal a few days ago, in *In re The Dronfield Silkstone Company* (*ante*, p. 155), appears to have disposed of this "better opinion."

JUVENILE OFFENDERS.

THE following is the report of the Manchester Juvenile Offenders' Executive Committee.

The committee report that they are of opinion—

"1. That the power to imprison in common gaols children and young persons under fourteen years of age should be abolished, except in very grave cases.

"2. That, in order to provide for the proper treatment of juvenile offenders on arrest or when under remand, or after committal, there should be established in populous places special 'places of detention,' with separate wards for males and females, and with proper arrangements for the regular occupation and instruction of the inmates.

"3. That, where special 'places of detention' are not provided, it should be lawful (with the sanction or under the orders of the Secretary of State for the Home Department) to use certified industrial schools, certified reformatory schools, or other suitable institutions as such places of detention under proper regulations for the purpose.

"4. That it is desirable to make the minimum age for committal in the case of certified industrial schools eight years, and of certified reformatory schools twelve years.

"5. That, in order to enable magistrates to deal satisfactorily with the various classes of juvenile offenders who are brought before them, it is desirable, where the offender is a child, to retain the power to inflict a fine of not exceeding 40*s.*, or (if a male) to order not more than six strokes with the birch rod, and, where the offender is a young person, to retain the power to inflict a fine of not exceeding £10, or (if a male) to order not more than twelve strokes with the birch rod; to extend the punishment of birching to male offenders under sixteen years of age for non-indictable offences, and to abolish imprisonment in a common gaol as a prior condition of the committal of a juvenile offender to a certified reformatory school.

"6. That an order to birch should only be given by two justices or by a stipendiary magistrate, and that, in every case, the parent or guardian of the offender should be informed of the order, and should have the right to be present. That every juvenile sentenced to be birched should first be examined by a medical officer, who shall certify that he is fit for such punishment.

"7. That it would often be of great assistance to magistrates to have the parent or guardian of a juvenile offender in court on the hearing of the charge, and that it is, therefore, desirable to enact power to summon the parent or guardian in all such cases.

"8. That it is desirable to give to magistrates power to accept from the parent or guardian, or other friend of a juvenile offender, a surety for his future good conduct, or to bring him up for judgment when called upon, and that it is, therefore, recommended that power be given to take such recognizances, and to provide the processes for effectually estreating them when necessary.

"9. That, as in many cases parental neglect or misconduct conduces to the offence, the court should have power to proceed against the person who causes the offence as well as against the juvenile offender, and, further, that, as many offences are committed by juveniles through want, arising from parental neglect, the court should have power to proceed against either or both parents for gross neglect of family, whether or not the dependents may have become chargeable to the parish.

"10. That it is desirable to give to courts of assize and to courts of general and quarter sessions power, in cases which are brought before them, to commit juvenile offenders to certified reformatory and certified industrial schools, and generally all and every power to deal with juvenile offenders as they might be dealt with summarily.

"11. That no child charged with larceny ought to be convicted of felony, but that every such offender should be deemed to be guilty of a misdemeanor only, and that the offence should be punishable as larceny by a court of summary jurisdiction.

"12. That in order to remove one source of juvenile delinquency, more especially in large quarters of industry, the casual employment clauses of the Elementary Education (Scotland) Act, 1878, be made applicable to England and Wales. It is also recommended that any officer of a school oard or of a school attendance committee shall have power to remove from the streets any juveniles under the specified age who are found engaged in casual employment during illegal hours, and to convey them to a suitable place of detention, not being a prison or a police cell, for the night, unless they be claimed in the meantime by their parents or guardians.

"13. That, in order to recognize more fully the legal duty of parental responsibility, the maximum contribution from parents towards the maintenance of their children in certified industrial and certified reformatory schools should be raised from five shillings to seven shillings per week, the actual average cost of such detention, and that the amount to be levied in each case should be determined by the court at the time of the committal of the offender.

"14. That a certain number of justices should be annually selected at quarter sessions to serve as *ex-officio* members on the committee of each certified reformatory and certified industrial school situated in their division.

"15. That, where special places of detention are not provided, it would often be useful to commit to reformatory and industrial schools for short terms, and that it is desirable that power be given to commit, in such cases, for any short term, at the discretion of the magistrates.

"16. That it is further desirable that provision should be made for the reception, in some public institution, of juvenile offenders who, by reason of disease, of physical or of mental weakness, or of a confirmed criminal disposition, are not now received into certified reformatory or certified industrial schools."

The committee generally advise that the utmost possible freedom of action and of choice of punishment should be accorded to magistrates in dealing with juvenile offenders, and that it is important that the statute law with respect to certified reformatory and certified industrial schools should be revised and amended so as to bring it into agreement with such of the above recommendations as may be adopted by Parliament.

LEGAL APPOINTMENTS.

Lord Justice BAGGALLAY has been elected an Honorary Fellow of Caius College, Cambridge.

Mr. ISAAC NEWTON EDWARDS, solicitor, of St. Albans, has been appointed a Perpetual Commissioner for Hertfordshire, for taking the Acknowledgments of Deeds by Married Women.

Mr. WILLIAM THOMAS HAMLIN, solicitor (of the firm of Hamlin & Grammer), of 7 and 8, Staple-inn, and also of Gunnersbury, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ARTHUR HUGHES, solicitor, of Aberystwith, has been elected Town Clerk of that borough. Mr. Hughes was admitted a solicitor in 1870.

Mr. JOHN PATRICK MURPHY, Q.C., who has been appointed a Commissioner of Assize for the Midland Circuit, was called to the bar at the Middle Temple in Michaelmas Term, 1856. He became a Queen's Counsel in 1874, and practises on the South-Eastern Circuit. He is a bencher of the Middle Temple.

Mr. ALFRED WILLS, Q.C., who has been appointed a Commissioner of Assize for the Oxford Circuit, is the son of the late Mr. William Wills, solicitor, of Birmingham. He was educated at University College, London, and graduated B.A. at the University of London in 1849. He was called to the bar at the Middle Temple in Michaelmas Term, 1851. Mr. Wills became a Queen's Counsel in 1872, and is now a member of the North-Eastern Circuit. He was appointed recorder of Sheffield a few months ago, and he is a bencher of the Middle Temple, a member of the Incorporated Council of Law Reporting, and examiner in common law and the law of evidence at the University of London.

Mr. WILLIAM WEBB, solicitor, of Morpeth, has been elected Clerk to the Chevington Local Board.

Mr. HERCULES CAMPBELL YATES, solicitor, of Macclesfield, has been elected (after a poll) to be Coroner for the Eastern Division of Cheshire, in succession to the late Mr. John Edward Garside, of Congleton.

DISSOLUTION OF PARTNERSHIP.

WILLIAM BRISTOW and ALGERNON HENRY SHEPHERD, solicitors, 110, Cannon-street, London, and Greenwich. Dec. 20. [*Gazette*, Dec. 24, 1880.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROWN, BAYLEY, AND DIXON, LIMITED.—Petition for winding up, presented Dec 22, directed to be heard before Malins, V.C., on Jan 14. Pilgrim and Phillips, Church ct, Lothbury, agents for Watson and Co, Sheffield, solicitors for the petitioner

SOUTH LONDON DAIRY SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented Dec 15, directed to be heard before the M.R. on Jan 15. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

ENGLISH YEAST COMPANY, LIMITED.—Petition for winding up, presented Dec 22, directed to be heard before Malins, V.C., on Jan 14. Powell, Essex st, Strand, solicitor for the petitioner

LONDON WOOD PAVEMENT COMPANY, LIMITED.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims to Leeming, Coleman st. Jan 27 at 12 is appointed for hearing and adjudicating upon the debts or claims

SILKSTONE AND DODWORTH COAL AND IRON COMPANY, LIMITED.—Malins, V.C., has by an order dated Dec 1, appointed Murray, King st, to be official liquidator

[*Gazette*, Dec. 24]

EDISON TELEPHONE COMPANY OF LONDON, LIMITED.—Petition for winding up, presented Dec 24, directed to be heard before the M.R. on Jan 15. Freshfields and Williams, Bank bldgs, solicitors for the petitioner

FARMERS AND CONSUMERS' CO-OPERATION, LIMITED.—By an order made by Hall, V.C., it was ordered that the voluntary winding up of the above co-operation be continued. Peckham and Co, Knightrider st, solicitors for the petitioners

LONDON FOOD STORES, LIMITED.—By an order made by the M.R. dated Dec 18 it was ordered that the stores be wound up. Lowless and Co, Martin's lane, Cannon st, solicitors for the petitioner

MOSAIC TILE COMPANY, LIMITED.—The M.R. has fixed Jan 10 at 12 at his chambers, for the appointment of an official liquidator

SWADLINCOTE COLLIERY COMPANY, LIMITED.—By an order made by Hall, V.C., dated Dec 27, it was ordered that the winding up be continued. Hindson & Co, Moorgate st, solicitors for the petitioner

VRON SLATE COMPANY, LIMITED.—Malins, V.C., has by an order dated Dec 3, appointed Harvey, Gresham bldgs, Basinghall st, to be official liquidator

[*Gazette*, Dec. 28.]

UNLIMITED IN CHANCERY.

OLDFIELD ROAD LOAN SOCIETY.—By an order made by the M.R., dated Dec 18, it was ordered that the society be wound up. Pritchard and Co, Painters' Hall, Little Trinity lane, agents for Leigh, Manchester, solicitor for the petitioners

BRISTOL PROVIDENT PERMANENT BENEFIT BUILDING SOCIETY.—The M.R. by an order dated Nov 18, appointed Tyler, Broad st, Bristol, to be official liquidator

[*Gazette*, Dec. 28.]

COUNTY PALATINE OF LANCASTER.

LIVERPOOL AND NEVIN GRANITE COMPANY, LIMITED.—Petition for winding up, presented Dec 10, directed to be heard before Little, V.C., at the Assize Courts, Strangeways, Manchester, on Jan 4. Clare and McMaster, Liverpool, solicitors for the petitioner

[*Gazette*, Dec. 24.]

FRIENDLY SOCIETIES DISSOLVED.

COURT AUGUSTUS, No. 592, ANCIENT ORDER OF FORESTERS' FRIENDLY SOCIETY, Swan Inn, Shaw, Lancaster. Dec 18

LIVERPOOL CHRISTIAN UNION FRIENDLY SOCIETY, Baptist Chapel, Solway st, Liverpool. Dec 21

SONWELL CO-OPERATIVE SOCIETY, LIMITED, Sonwell, Bengeo, Hertford. Dec 18

VICTORY GAINED LODGE, FREE FEMALE GARDENERS' FRIENDLY SOCIETY, Green Man Hotel, Bacup, Lancaster. Dec 17

[*Gazette*, Dec. 24.]

At the Liverpool Police-court, on Tuesday, Mr. Raffles, the stipendiary magistrate, gave a decision of some importance in reference to affiliation law. It has hitherto been the custom to allow the father of an illegitimate child to be relieved from payment under an affiliation order upon the marriage of the mother. In a recent case, however, the mother, a woman named Mary Finnegan, sued the father, whose name was Richard Hassan, for ten weeks' arrears of payment. The defendant refused to pay on the ground of the woman's marriage, and the magistrate adjourned the case to consider his judgment. He now held that the marriage of the mother was NO bar to her claim under the affiliation order. A case for a superior court was granted to the solicitor for the defendant.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq. Q.C.)

Dec. 21.—*Laycock* v. *Tweedale.*

John Laycock, draper, was the plaintiff in an action in which he sought to recover the price of goods which had been supplied by him to the wife of the defendant, a dyer named Oswell Tweedale, the sum claimed being 6s. 3d. The plaintiff, in reply to his Honour, said that the goods in respect of which he claimed were supplied to the defendant's wife. He could not say that the defendant had authorized his wife to pledge his credit, but he had informed the defendant of the debt, and no objection had been raised by him to it.

His HONOUR said that would not make the defendant liable. It was very important for shopkeepers to know exactly the state of the law with reference to those matters, because, according to his impression, the recent judgment of the House of Lords had declared the law in a clear and distinct manner to an extent which, according to his experience in that court, would very seriously affect the liabilities of husbands to small tradesmen. Hitherto it had been assumed that the wife, in her character of wife, would be entitled by law to pledge the credit of her husband for necessaries—food and clothing—for herself and her children. It had been assumed that the law gave the wife that authority, and that the husband would be bound by the receipt of any goods of that description which she obtained as his wife. It was now settled law, declared by the House of Lords, that a wife, in her character of wife, had no authority whatever to pledge her husband's credit, even for necessaries. She could only pledge his credit if there was an express authority given to her by her husband, or if the circumstances were such that the court would be justified in inferring that the husband gave his authority. The mere fact that the goods were necessaries, and the mere fact that they had been supplied to the wife for the purposes of the husband, would not bind him to pay for them, because the wife would have no more authority to purchase goods—though necessaries—for the purposes of the family than a servant would have to obtain goods for the use of his or her master in the house. The wife was now reduced by law to the position of a servant, or an agent merely. He had had a case before him at Keighley the other day in which he endeavoured to explain the law. In that case he inquired into the circumstances, as it would be his duty to do in every such case that came before him, in order to ascertain whether he should be justified in assuming from the mode of dealing with the tradesman, that the husband's authority to pledge his credit could be fairly and properly implied. [To the plaintiff: How long did you deal with the wife? Plaintiff: This is the first transaction I had with her.—His HONOUR: What were the goods? Plaintiff: A shawl, and I forget the other goods.—Have you received any payment? I received payment of 2s.—From whom? From the wife, and she received a note or receipt for it and she brought it every week.] You must get out of your head the notion that the wife has any authority because she is a wife. She has no more authority than a mere servant. [Has the husband been present when any payment has been made? He has been in the shop, but not present when the payment was made.—He has been in your shop when his wife has been there? Yes.] That I think is enough. I shall be justified in inferring that the wife was there with the husband's sanction.—An order was accordingly made for the plaintiff.

His HONOUR said he might observe that the declaration of the law to which he had referred would be a great protection for good husbands against bad wives, but at present he failed to see how it would be an equal protection for a good wife against a bad husband. A good wife who had still to live with her husband would have no power to pledge his credit, and he was afraid that where it happened that there was a good wife who was struggling to keep her family decently and properly, and the husband squandered his wages in either the beershop, or the brothel, or the betting-room—which were the three resorts of dissolute and debauched men—wives would be found under that declaration to have no resource but the poor law.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

BOUCHER, GEORGE, Bedford st, Covent garden, Gent. Jan 14. Hassell v Ray, M.R. Lopes, Bucklersbury

CARROLL, MARY ANN, Newport, Monmouth. Feb 1. Hawkins v Cairns, V.C. Hall. Gustard, Newport

CHADWICK, GEORGE, Masborough, York, Builder. Jan 14. Northfield Iron and Tyre Company v Wragg, M.R. Nicholson and Co, Wath upon Dearne, nr Rotherham

CHATTERTON, JOHN BALSIR, Manchester sq, Gent. Jan 24. Chatterton v Chatterton, V.C. Hall. Harrisons, Fowkes buildings, Gt Tower st

FRANCO, FRANCIS WILLIAM, Crickhowell, Brecon, Gent. Jan 14. Hill v Tait, M.R. Matthews, Bedford row

[*Gazette*, Dec. 17.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

BENNETT, JOSEPH, Booth within Kinder, Derby, Yeoman. Feb 1. Johnson, Stockport

BLAKEY, HANNAH, Kingston-upon-Hull. Jan 15. Leak and Co, Hull

BLOOMFIELD, Sir JOHN, G.C.B., Lieut.-Gen. Jan 15. Stevens and Co, Old Jewry

BROMILOW, DAVID, Durrung, Assam, East Indies, Tea Planter. Jan 20. Darlington and Sons, Wigan

BROWN, JAMES DAVID, Haverfordwest, Surgeon. Jan 27. Davies and Co, Haverfordwest

CLARKE, HENRY, Northampton, Gent. March 1. Britten and Browne, Northampton

COLEMAN, JOHN, Shrewsbury, Auctioneer. Feb 8. Nutsey, Shrewsbury

COTTON, THOMAS, Woodhouse, Leicester, Farmer. Feb 1. Woolley and Co, Loughborough

CROOK, THOMAS MILLER, Hoghton, Lancaster, Yeoman. Jan 31. Whitehead, Preston

DAGGERS, FREDERICK, Hyde, Chester, Chemist. Feb 1. Fryer, Preston

DOLBY, WILLIAM, Waltham-on-the-Wolds, Leicester, Harness Maker. Feb 14. Atter, Melton Mowbray

EDWARDS, DAVID, Oxton, Cheshire, Cotton Broker. Jan 24. Miller and Co, Liverpool

FREER, ISAAC, Attleborough, Warwick, Auctioneer. Jan 30. Jaques, Birmingham

GENTIL, THEODORE, New York, U.S. Jan 22. Ashurst and Co, Old Jewry

GILBY, Rev. FRANCIS DUNCAN, Cheltenham. March 1. Winterbotham and Co, Cheltenham

GORELY, SUSAN, Dover. Jan 31. Stillwell, Dover

GWILLIM, DANIEL, Beaufort, Tredegar, Grocer. Jan 15. Price, Beaufort

HOARE, JOSEPH, Fareham, Southampton, Saddler. March 1. Hewitt, Bishop's Waltham

HUTSON, JAMES, East Brent, Somerset, Yeoman. Jan 1. Davies, Weston-super-Mare

LONG, ESTHER, Carlyle sq, Chelsea. Jan 31. Sawbridge, Milk st, Cheapside

MASON, SAMUEL Kingston-upon-Thames, Builder. Jan 20. Wilkinson and Howlett, Bedford st

MOBBERLEY, JAMES, Lye, Worcester, Cooper. Jan 31. Rogers and Jordan, Stourbridge

MOORE, HENRY REGINALD, Lincoln, Actor. Feb 17. Dent, Bedford row

NEWMAN, ALFRED, Norland sq, Kensington, Architect. Jan 25. Barnard and Co, Lincoln's inn fields

NEWTON, THOMAS WILLIAM, Gedney, Lincoln, Farmer. Feb 16. Mossop and Mossop, Long Sutton

OLDREY, ROBERT, Harpole Hall, Northampton, Esq. Feb 15. Hepburn and Co, Cheapside

ORAM, ANN, Broughton, Manchester. Feb 1. Parry and Son, Manchester

ORAM, ESTHER, Broughton, Manchester. Feb 1. Parry and Son, Manchester

PARTRIDGE, SAMUEL, Evans st, Poplar, Gent. Jan 30. Rooke and Son, Great James st

PAUL, FRANCIS, Dover. Jan 31. Stillwell, Dover

PENDUCK, SARAH ANN, Thornbury, Gloucester, Cabinet Maker. March 1. Scarlett and Gwynn, Thornbury

PIGOT, ANNA MARIA, Stutton, Ipswich. Jan 31. Tathams and Pym, Old Jewry

POPE, MARTHA, Purse Caundle, Dorset. Jan 26. Davies, Sherborne

POPE, RICHARD, Purse Caundle, Dorset, Labourer. Jan 26. Davies Sherborne

RUSSELL, AMELIA, Pembroke gdns, Kensington. Feb 1. Steele, College hill

RYDER, CHARLES WILLIAM, West Kirby, Cheshire, Book-keeper. Jan 31. Lyon and Reynolds, Liverpool

SHAW, JOHN, Preston, Lancaster, Gent. Feb 1. Fryer, Preston

SIMM, PERCIVAL, Hartlepool, Durham, Blacksmith. Jan 1. Todd and Harrison, Hartlepool

STOUBTON, MARMADUKE, H.M.'s 63rd Regiment Infantry. Feb 20. Wilkinson and Howlett, Bedford st

TEMPERLEY, HENRY GREATHEAD, Billiter st, Shipowner. Feb 28. Courtenay and Croome, Gracechurch st

TODD, WILLIAM, Preston-on-Tees, Durham, Gent. Feb 1. Todd and Harrison, Hartlepool

TURNER, WILLIAM, Great Moor, Stockport, Gent. Jan 31. Hyde, Stockport

TURNER, WILLIAM, Selby, York, Grocer. Feb 16. Bantoft and Son, Selby

WATERHOUSE, JOHN, Newtown Dialey, Chester, Relieving Officer. Jan 31. Johnson, Stockpor

WINCHESTER, HENRY, Herstmonceux, Sussex, Gardener. Jan 31. Kirkland and Lilley, Eastbourne

WILSON, JAMES DICKSON, Lieut.-Col, Cheltenham. Jan 10. Bridges and Mellersh, Cheltenham

WRIGHT, JOHN GILL, Mayall rd, Brixton, Ironmonger. March 1. Mote, Walbrook

[*Gazette*, Dec. 21.]

LEGAL NEWS.

In charging the jury in a case heard at the Dublin Winter Assizes, on the 7th ult., says the *Irish Law Times*, Barry, J., said that during his whole career at the bar and upon the bench, he never saw a man wrongly convicted yet, on mistaken identity, but he frequently saw the guilty escape on the notion that there was mistaken identity.

One of the members of the bar in Saratoga, says the *Western Jurist*, relates the following:—"Not long since he was counsel in a case before Judge Pratt, and during the progress of the trial he became somewhat noisy, as he sometimes does, when the judge looked up and said to him: 'Mr. ——, did you ever hear of the man who was lost in the woods during a thunderstorm?' On being answered in the negative, the judge continued: 'A man in attempting to pass through a piece of woods lost his way, and while he was in that predicament a fearful thunderstorm came up. The woods grew awfully dark. The roaring of the wind and the crashing of the thunder was terrific. The man was frightened and began to pray, 'Give us a little more light, and a little less noise!' I don't mean you, Mr. ——,' added the judge. The narrator says that the audience supposed all the time the judge did mean him, and, now that he thinks of it himself, he inclines to that opinion also."

In the Vienna *Juristische Blaetter*, says the *Albany Law Journal*, we find the following decision on the subject of rewards:—A.'s servant had embezzled 37,000 florins and had fled. A. went to the director of police at Prague and formally declared before him that he would give ten per cent. of the sum found with his servant on his arrest. The police authorities published this offer of reward in the newspapers. A few days thereafter B. delivered A.'s servant into the hands of the police. 17,372 florins were found on his person. A. refusing to pay B. ten per cent. of this sum, B. brought suit for 1,737 florins. The trial court nonsuited him, it appearing that the servant had voluntarily come to B. and given himself up to him, and that then B. had merely accompanied the servant to the police station. B. appealed, and the Bohemian Supreme Court, and on A.'s further appeal, the Imperial Appellate Court, both decided that B. was entitled to the reward. They held that A. was only interested in the success consequent upon his offer of reward; the manner and mode of effecting it must be immaterial to him. He has n right to scrutinize the action of B., his intent or meritoriousness. Because the servant was arrested, and a part of the money restored to A. he must pay the promised reward to the person who brought this about. Without B. the servant might have changed his mind, concealed himself, and wasted the money.

At a meeting of the board of directors of the Manchester Chamber of Commerce on Wednesday, a report was made with regard to the proposal of the chamber, in which a resolution was passed in May last that there should be established a court of commercial reference for the arbitration and settlement of disputes and customs relating to the trades and industry of the district. In accordance with this resolution a committee was appointed which held several meetings, and from its own members appointed a sub-committee to frame a constitution of the proposed tribunal. At Wednesday's meeting of the board the draft regulations were presented as the report of the committee. This document sets forth that the object of the tribunal is the determination and settlement of disputes and differences relating to trade, manufactures, and commerce, and to customs of trade, by whomsoever submitted. It is proposed that there shall be a committee of organization, consisting of the president, vice-president, and directors of the chamber, with power to add to their number from among the ordinary members of the chamber, and this committee is to be invested with the power of framing regulations, appointing arbitrators, and drawing up a list

of fees and charges. The board approved of the proposed constitution, and decided that the scheme should be submitted for the approval of the members of the chamber at the next annual meeting, about a month hence.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HYNDMAN.—Dec. 28, at 2, Glebe-villas, Mitcham, Surrey, the wife of Frederick Arthur Hyndman, of the Inner Temple, barrister-at-law, of a daughter.

LOCKYER.—Dec. 23, at 105, Lewisham High-road, the wife of George Lockyer, of Deptford, Kent, solicitor, of a daughter.

SHEPPARD.—Dec. 9, at 11, Belgrave-road, N.W., the wife of G. H. Sheppard, barrister-at-law, of a daughter.

SMITH.—Dec. 26, at 3, Wellington-place, Northampton, the wife of William Henry Smith, solicitor, of a son.

MARRIAGE.

CHEALE — WEARE. — Dec. 16, at Tunbridge Wells, Sidney Alexander Cheale, solicitor, Tunbridge Wells, to Maria Simpson, daughter of John Smith Weare, of Sandhurst, Tunbridge Wells.

DEATH.

FISHER.—Dec. 24, at 73, Bedford street South, Liverpool, Thos. Fisher, solicitor, aged 78.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Dec. 24, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Salisbury, Frederick, and Thomas Taylor, Printers' Brokers, Portugal st, Lincoln's inn fields. Motion Dec 20. Pepys. Jan 12 at 1

To Surrender in the Country.

Blain, Robert J., South Shields, Salt Manufacturer. Pet Dec 20. Daggett. Newcastle, Jan 4 at 11

Hasler, Joseph, Deptford, Kent, Dairyman. Pet Dec 21. Pitt-Taylor. Greenwich, Jan 18 at 1

Hughes, William, Thaxted, Essex, Brewer. Pet Dec 21. Gepp. Chelmsford, Jan 11 at 11

Pell, John, Birmingham, Export Merchant. Pet Dec 22. Cole. Birmingham, Jan 13 at 2

Rennie, Agnes, Folkestone, Kent, Milliner. Pet Dec 23. Furley. Canterbury, Jan 7 at 2

Royston, William Hollingsworth, Huddersfield, Contractor. Pet Dec 20. Jones. Huddersfield, Jan 6 at 11

TUESDAY, Dec. 28, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Cuming, Frederic, Albert villas, Twickenham. Pet Dec 21. Ruston. Brentford, Jan 11 at 2

Howard, John Frederick, Wigan, Lancaster, Grocer. Pet Dec 23. Hope. Wigan, Jan 14 at 11

Watkins, Thomas, Lettypool, Radnor, Farmer. Pet Dec 22. Carless, jun. Hereford, Jan 15 at 1

Westoby, William, South Killingholme, Lincoln, Farmer. Pet Dec 23. Daubney. Gt Grimsby, Dec 12 at 12 30

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 24, 1880.

Fitch, Henry Alfred, Little Tower st, Wholesale Sugar Dealer Dec 24

Robinson, Frederick, Bath-terrace, Southwark, of no occupation Dec 21

Rolleston, William Vilett, Swindon, Wilts, of no occupation. Dec 20

TUESDAY, Dec. 28, 1880.

Airey, Edward, Worcester, Brick Manufacturer. Dec 22

Holyoake, Lyttelton, Ombersley, Worcester, Esq. Dec 15

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 24, 1880.

Arrowsmith, Samuel Edmond, North Shields, Innkeeper. Jan 5 at 12 at offices of Rhagg, Grainger st, Newcastle-upon-Tyne

Bailey, Richard, Bolton, Lancaster, Tailor. Jan 17 at 2 at offices of Taylor, Acresfield, Bolton

Barker, Augustus Edward, Needl terrace, Harrow rd, Bookseller. Jan 14 at 2 at offices of Flower and Nussey, Great Winchester st bldgs

Bastable, Thomas, Park st, Kennington Cross, Shoeing Smith. Jan 12 at 3 at the Station Hotel, Camberwell New rd. Ody, Camberwell New rd

Beales, George, Woodchurch, Kent, Carpenter. Jan 6 at 3 at offices of Hallet and Co, Bank st, Ashford

Birch, Henry, Walsall, Stafford, Bridle Cutter. Jan 7 at 11 at the Stork Hotel, Bridge st, Walsall. Loxton, Walsall

Bonner, William, Sandyford, nr Tunstall, Stafford, Beerseller. Jan 7 at 3 at offices of Llewellyn and Ackrill, Piccadilly st, Tunstall

Bowden, Georgiana, Torquay, Devon, Baker. Jan 10 at 11 at offices of Lindop, Fleet st, Torquay

Brett, Thomas, Bellbroughton, Worcester, Butcher. Jan 10 at 11 at offices of Collis, Market st, Stourbridge

Brodribb, Joseph, Bristol, Boot Dealer. Jan 5 at 2 at offices of Roberts, All Saints ct, Bristol

Brown, George, Lancaster, Grocer. Jan 6 at 2 at offices of Johnson and Tilly, Sun st, Lancaster

Brownhill, Joseph, Dudley, Worcester, Licensed Victualler. Jan 3 at 11 at offices of Davies, Union st, Dudley

Brownlow, John, Ingham, Lincoln, Butcher. Jan 5 at 11.30 at offices of Page, Flaxengate, Lincoln

Bush, Abraham, East st, Walworth, Licensed Victualler. Jan 5 at 1 at offices of Ody, Blackman st, Southwark

Carr, John, Danby Wiske, nr Northallerton, York, Butcher. Jan 12 at 2 at offices of Teale, Northallerton

Carruthers, Christopher, Longtown, Cumberland, Ironmonger. Jan 10 at 3 at offices of Wannop, Scotch st, Carlisle

Chilton, Joseph, Barnsley, York, Builder. Jan 11 at 3 at Royal Hotel, Barnsley. Maddison, Barnsley

Clark, Charles William, Bevois Valley, Southampton, Wholesale Confectioner. Dec 31 at 12 at offices of Harlow, Southampton bldgs, Chancery lane. Shutte, Southampton

Clark, George, Pulborough, Sussex, Builder. Jan 7 at 11 at Inns of Court Hotel, Holborn. Mant, Storrington

Covey, John Heming, St Peter, Worcester, Farmer. Jan 5 at 3 at Hop Market Hotel, Foregate, Worcester. Locke, Fladbury

Copland, William, St Helens, Lancaster, Draper. Jan 7 at 2 at offices of Hitchin, New Market pl, St Helens

Corney, David, Ramsey, Huntingdon, Farmer. Jan 6 at 2.30 at George Hotel, Ramsey. Watts, St Ives

Crossley, Henry, Woodhouse, nr Whitehaven, Cumberland, Ironmonger's Assistant. Jan 5 at 3 at offices of Paitson, Irish st, Whitehaven

Crossley, William, Rochdale, Lancaster, Confectioner. Jan 6 at 3 at offices of Todd, Market pl, Heywood

Davenport, William, Congleton, Chester, Painter. Jan 5 at 11 a offices of Sherratt, Kidsgrove

D'Arcy, Henry Edward Augustus, Well st, Cripplegate, Warehouseman. Jan 18 at 2 at offices of Perry, Guildhall chambers, Basinghall st

Denham, Brierley, Brighouse, Huddersfield, Tailor. Jan 10 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield

Doward, John, Sling Pit, near Coleford, Gloucester, Grocer. Jan 13 at 1 at the Spread Eagle Hotel, Gloucester. Goldring, Lydney

Dunn, Thomas, Grimsby, Lincoln, Boot Manufacturer. Jan 7 at 11 at offices of Cousins, Bank chambers, Park row, Leeds

Dunton, Joseph, Hoddesdon, Hertford, Farmer. Jan 4 at 11.30 at offices of Sworder and Longmore, Castle st, Hertford

Eagling, George Edward, Ingleby rd, Holloway, Provision Dealer. Jan 18 at 3 at offices of Christmas, Walbrook

Elliott, James George, and Robert William Drew Lamble, Liverpool, Tailors. Jan 10 at 12 at offices of Paynter, South Castle st, Liverpool

Evans, Peter, Salford, Lancaster, Shopkeeper. Jan 10 at 3 at offices of Jones and Co, Kennedy st, Manchester. Hargreaves, Manchester

Farnell, George, Hanley, Greengrocer. Jan 4 at 3 at offices of Sword, Cheapside, Hanley

Finney, John Atkinson, Newcastle-upon-Tyne, Seed Merchant. Jan 6 at 2 at the Guildhall Tavern, Gresham st. Stockeon and Jupp, Lime st

Garrett, John, Charlton-upon-Medlock, Manchester, Clerk in Holy Orders. Jan 19 at 3 at offices of Wright, Charlton chambers, St. Ann's st, Manchester

Garton, William Henry, Colaterworth, Lincoln, Hotel Keeper. Jan 10 at 12 at Red Lion Hotel, Grantham

Gawn, Edward Thomas, and Charles Riddick, Ryde, Isle of Wight. General Carriers. Jan 11 at 12 at Inns of Court Hotel, Holborn. Urry and Thirkell, Ryde

Gibson, James, Woodhouse Carr, Leeds, Cartwright. Jan 5 at 3 at offices of Lodge and Rhodes, Park row, Leeds

Goodwin, Butler, Wiloughby, Lincoln, Farmer. Jan 3 at 3 at offices of Walker and Co, Spilsby

Harding, Frederick Augustus, Southsea, Hants, Builder. Jan 10 at 3 at offices of Edmonds and Co, St James' st, Portsea. Feltham, Portsea

Harper, John, Whitley, Northumberland, Grocer. Jan 7 at 3 at offices of Johnston, Pilgrim st, Newcastle-upon-Tyne

Harris, John, Wootten, Oxford, Farmer. Jan 7 at 11 at offices of Kilby and Mace, West st, Chipping Norton

Harriss, William Alexander, Chippenham, Wilts, Draper. Jan 8 at 11.30 at offices of Williams and Co, the Exchange, Bristol

Henson, Francis, Rickmansworth, Hertford, Clerk in Holy Orders. Jan 6 at 2 at offices of Boyes and Child, Poultry. Saxelby and Faulkner, Ironmonger lane

Hinchcliff, Edward, Jonas Hinchcliff, Henry Hinchcliff, Hugh Hinchcliff, and Ann Hinchcliff, Huddersfield, Woollen Manufacturers. Jan 6 at 11 at offices of Learoyd and Co, Buxton rd, Huddersfield

Holland, Joseph James, Manchester, Draper. Jan 7 at 3 at offices of Nadin, King st, Manchester

Holliday, John, Silloth, Cumberland, Grocer. Jan 8 at 2 at Bush Hotel, Carlisle. Carrick and Co, Brampton

Holloway, Edward, Birmingham, Beer Retailer. Jan 4 at 11 at offices of Eaden, Bennett's hill, Birmingham

Hopkinson, Henry, Sheffield, Draper. Jan 7 at 3 at offices of Binney and Co, Queen st chambers, Sheffield

Howard, Robert Henry, Leeds, Fishmonger. Jan 5 at 3 at offices of Pullan, Albion st, Leeds

Howarth, John, Warboys, Huntingdon, Farmer. Jan 5 at 2 at George Hotel, Ramsey. Gaches, Peterborough

Hutchinson, Isaac, Maryport, Cumberland, Watchmaker. Jan 5 at 3 at Coffee Tavern, Irish st, Maryport. Tyson and Hobson, Maryport

Hutton, John, Coatham, York, Farmer. Jan 3 at 11 at offices of Catchpole, Argyle buildings, Wilson st, Middlesborough

Jackson, Edward Samuel, Brenchley, Kent, Farmer. Jan 18 at 3 at Rose and Crown Hotel, Tonbridge. Curtis and Betts, South sq, Gray's inn

James, Joseph Whyte, Birmingham, out of business. Jan 7 at 12 at offices of Reece and Co, New st, Birmingham

Jones, Margaret, and Griffith Jones, Cayo, Carmarthen, Farmers. Jan 8 at 11 at White Hart Inn, Lampeter. Smith, Aberystwith

Jones, Thomas, Barton Hill, Bristol, Baker. Jan 7 at 12 at offices of Beckingham, Albion chambers, Broad st, Bristol

Joyce, Charles, and William George Harrison, Belgrave, Leicester, Builders. Jan 7 at 2 at offices of Trade Protection Society, New st, Leicester. Owston and Dickinson, Leicester

Kimber, Charles, South Island pl, Brixton rd, Wheelwright. Jan 8 at 1 at offices of Armstrong, Chancery lane

Lacey, Thomas James, Milkwood rd, Brixton, Furniture Dealer. Dec 29 at 3 at offices of Hope, Chancery lane

Lea, John, Leicester, Contractor. Jan 12 at 3 at offices of Hinks, Bowling Green st, Leicester

Lee, John, Longton, Stafford, Commission Agent. Jan 4 at 11 at offices of Ashmall, Albion st, Hanley

Lewis, Benjamin Clarke, Aberkenfig, Glamorgan, Grocer. Jan 5 at 12 at offices of Stockwood, jun, Townhall chambers, Bridgend

Littlewood, Francis, Aldermanbury, Button Warehouseman. Jan 5 at 3 at offices of Boyes and Child, Poultry. Downing, Basinghall st

Lloyd, Robert, Ruthin, Denbigh, Chemist. Jan 6 at 12 at the London and North-Western Hotel, Lime st Station, Liverpool. Louis and Edwards, Ruthin

Louch, Charles, Landport, Hants, Artificial Florist. Jan 12 at 2 at the Bridge House Hotel, London Bridge. Diggles, Hibernia chambers, London Bridge

Lowden, William, High st, Camden Town, Grocer. Jan 10 at 3 at the Guildhall Tavern, Gresham st. Smith, Warnford court, Throgmorton st

Madderson, Thomas, Great Ayton, York, Steam Ploughman. Jan 5 at 10 at offices of Ward, Albert road, Middlesborough

Marsh, John, West Bromwich, Stafford, Hame Manufacturer. Jan 5 at 11 at offices of Jackson and Sharpe, High st, West Bromwich

Matthews, Charles, Bristol mews, Maida Vale, Cab Proprietor. Jan 3 at 1 at offices of Ody, Blackman st, Southwark

Maxwell, William, Blyth, Northumberland, Auctioneer. Jan 6 at 3 at the Douglas Hotel, Newcastle-upon-Tyne. Nicholson, Morpeth

Merrell, Francis, Leicester, Boot and Shoe Maker. Jan 6 at 12 at offices of Shires, Market st, Leicester

Metcalfe, Matthew, Richmond, York, Builder. Jan 5 at 12 at offices of Tomlin, Back Flags, Richmond

Mills, Benjamin, Manchester, Engine Fitter. Jan 15 at 11 at offices of Sampson, South King st, Manchester

Mitchell, Robert, Ramsgate, Kent, Builder. Jan 11 at 4 at the Elms Hotel, Ramsgate. Sankey and Co, Margate

Moses, Lamert Alfred, Newington Butts, Dealer in Hardware. Jan 10 at 11.30 at offices of Myers, Gresham bldgs, Guildhall

Nightingall, James, Cooksbridge, Sussex, Trainer of Race Horses. Jan 10 at 3 at offices of Cooper and Co, King's Arms yard, Moorgate st. Willis, Walbrook

Norledge, William, Great Grimsby, Lincoln, Fish Merchant. Jan 3 at 11 at St Mary's chmbrs, West St Mary's gate, Great Grimsby. Grange and Wintringham

Oakes, Samuel, Sheffield, Spring Maker. Jan 7 at 3 at offices of Clegg and Sons, Victoria chmbrs, Figtree lane, Sheffield

Oexle, Henry Gustave, Cambria ter, Herne-hill rd, Clerk. Jan 10 at 4 at offices of Day, Hart st, Bloomsbury sq

Orchard, Thomas, Langley Moor, Durham, Grocer. Jan 10 at 3 at offices of Chapman, Market pl, Durham

Outhwaite, Henry, Little Ouseburn, York, Innkeeper. Jan 7 at 11 at offices of Smith, Petergate, York

Parker, Henry, Bristol, Baker. Jan 6 at 1 at offices of Sibly, Exchange West, Bristol

Parker, Samuel Henry, Shrewsbury, Commercial Traveller. Jan 6 at 11 at offices of Morris and Sons, Swan Hill, Shrewsbury

Parkes, Ebenezer, Hanley, Stafford, Chemist. Jan 5 at 11 at offices of Bennett, Piccadilly bldgs, Hanley

Parkes, John, Oxton, Chester, Market Gardener. Jan 12 at 3 at offices of G. J. Leeming, Duncan st, Birkenhead. Thompson, Birkenhead

Parrish, Thomas, Watton, Hertford, Farmer. Jan 5 at 2 at White Lion Hotel, Stevenage. Cooke, Luton

Plews, Edward, Hipswell, nr Richmond, York, Tailor. Jan 5 at 11 at Railway Hotel, Northallerton. Greathead, Reeth

Powell, Agnes Helen, Hartford, Chester, Schoolmistress. Jan 12 at 11 at offices of Fletcher, Northwich

Powell, John, Queen's-rd, Peckham, Furnishing Warehouseman. Jan 4 at 2 at offices of Moss, Winchester House, Old Broad st

Rawstron, James, Water, nr Newchurch, Lancaster, Farmer. Jan 12 at 3 at Royal Hotel, Waterfoot. Procter and Baldwin, Burnley

Rees, William, Pentre, Swansea, Coal Merchant. Jan 10 at 12 at offices of Thomas, York pl, Swansea

Ribbens, Frederick William, Tunbridge Wells, Kent, out of business. Jan 5 at 11 at offices of Burton, Dycot terrace, Tunbridge Wells

Rider, Henry, Leeds, out of business. Jan 4 at 3 at offices of Lodge and Rhodes, Park row, Leeds

Rimington, Francis, Whissendine, Rutland, Baker. Jan 7 at 10 at offices of Law, St Mary's pl, Stamford

Rose, George, Windmill st, Tottenham ct rd, Rug Manufacturer. Jan 5 at 2 at offices of James, London wall

Russell, Joseph, Penge, Surrey, Fishmonger. Jan 10 at 3 at offices of Dollman and Pritchard, Cornhill

Ryder, John, Ardwick, Manchester, Beerhouse keeper. Jan 14 at 3 at the Clarence Hotel, Piccadilly, Manchester. Farrington, Manchester

Sargent, James, Salisbury, Wilts, Fish Salesman. Jan 7 at 12 at offices of Coates, Market sq Offices, Salisbury

Scholes, Jane, Over Darwen, Lancashire, Innkeeper. Jan 7 at 11 at offices of Haworth, Library st, Blackburn

Scott, William Affleck, and James Boag, Newcastle-upon-Tyne, Chemical Merchants. Jan 6 at 12 at offices of Crump and Son, Philpot lane

Shepherd, Edwin, Bewdley, Worcester, Innkeeper. Jan 5 at 3 at offices of Thursfield, Swan st, Kidderminster

Southwell, Thomas, Rochdale, Lancashire, Cotton Manufacturer. Jan 5 at 11 at offices of Standring Yorkshire st, Rochdale

Spence, Walls, Burgh-le-Marsh, Lincoln, Butcher. Jan 6 at 12 at Bell Inn, Burgh-le-Marsh. Walker and Co

Steel, Henry, Aspatria, Cumberland, Grocer. Jan 7 at 12 at Station Hotel, Aspatria. Mason, Whitehaven

Stokes, William, Walker gate, Northumberland, out of business. Jan 12 at 11 at offices of Keenlyside and Co, St John's chambers, Grainger st West, Newcastle-upon-Tyne

Syrett, Charles Edward, Brewer st, Regent st, Leather Goods Manufacturer. Jan 13 at 2 at offices of Boswick and Co, Bedford row

Taylor, Isaac, Boston, Lincoln, Soda Water Manufacturer. Jan 6 at 12 at offices of Millington and Simpson, Bargate, Boston

Tharp, Alfred, Birchington, Kent, Farmer. Jan 7 at 12 at offices of Sankey and Co, Cecil sq, Margate

Titchener, Edward, Chichester, Sussex, Solicitor. Jan 13 at 3 at the Dolphin Hotel, Chichester. Janman, East Pallant, Chichester

Tobitt, William, High st, Peckham, Ironmonger. Jan 4 at 3 at the Guildhall, Coffee House, Gresham st. Start, Southwark st, Borough

Tranter, William James, Wednesbury, Stafford, Soda Water Manufacturer. Jan 7 at 11 at offices of Sheldon, High st, Wednesbury

Tunley, William, Highworth, Wilts, Plumber. Jan 7 at 1 at Railway Hotel, Didcot. Barns, Swindon

Turner, John, Bradford, York, Glass Dealer. Jan 6 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Turpin, Benjamin, Oxford terrace, Islington, Watchmaker. Jan 13 at 3 at offices of Cooper, Southampton buildings, Holborn

Vickery, Thomas, Bishop's Tawton, Devon, Miller. Jan 7 at 12 at offices of Thorne, Castle st, Barnstaple

White, Moses, Hanley, Stafford, Plumber. Jan 4 at 11 at offices of Bennett, Piccadilly buildings, Hanley

Wilkinson, William, Liverpool, Artist. Jan 11 at 3 at offices of Quelch, Hatton garden, Liverpool

Winckworth, Thomas Bristo, Baker st, Portman sq, Wine and Spirit Merchant. Jan 12 at 3 at Guildhall Tavern, Gresham st. Nye and Greenwood, Serjeants' inn, Fleet st

Winship, James, Kingston upon Hull, Licensed Victualler. Jan 4 at 3 at offices of Pickering, Parliament st, Kingston on Hull

Woolley, Joseph, Wolverhampton, Farmer. Jan 4 at 3 at offices of Rhodes, Queen st, Wolverhampton

Yates, Alfred, Syston, Leicester, Lime Merchant. Jan 10 at 3 at offices of Buckby, Millstone lane, Leicester

Young, James, West Hartlepool, Durham, Boot and Shoe Dealer. Jan 12 at 4 at offices of Bell and Son, Church st, West Hartlepool

TUESDAY, Dec. 28, 1880.

Adkins, Thomas Killingworth, Terrace rd, South Hackney, Corn Merchant. Jan 5 at 2 at offices of Ede, Fore st

Allen, Frederick Howes, Charles sq, Hoxton, Upholsterer. Jan 22 at 11 at the Masons' Hall Tavern, Masons' avenue. Gregory, Cannon st

Atkin, Samuel, Kingston-upon-Hull, Licensed Victualler. Jan 10 at 3 at offices of Jacobs, County bldgs, Kingston-upon-Hull

Allen, George, Pinchbeck, Lincoln, Farmer. Jan 7 at 12 at the White Hart Hotel, Spalding. Holdich, New Sleaford

Allmark, Henry, Coal Merchant, Salford, Lancaster. Jan 6 at 11 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester

Arnell, Charles, George st, Manchester sq, Hotel Proprietor. Jan 20 at 12 at offices of Cronin and Rivolta, Southampton st, Bloomsbury

Austin, Josiah, Red Cross st, Licensed Victualler. Jan 7 at 2 at offices of Nash and Field, Queen st, Cheapside

Barrow, Robert Williams, Bristol, Picture Frame Maker. Jan 11 at 2 at offices of William Bowman, Nicholas st, Bristol. Brittans and Co, Bristol

Bartholomew, George Paget, Lindfield, Sussex, Grocer. Jan 13 at 2 at the Guildhall Tavern, Gresham st. Carter and Bell, Eastcheap

Bebbington, Thomas, Moss Side, Lancaster, Baker. Jan 12 at 12 at the Clarendon Hotel, Clarendon st, Manchester. Frankland Alderson, Manchester

Benner, George, Spalding, Lincoln, Farmer. Jan 8 at 12 at White Hart Hotel, Spalding. Calthrop, Spalding

Bennett, John, Itchington, Gloucester, Farmer. Jan 13 at 11 at offices of Gwynn and Nunneley, All Saints ct, Bristol

Bennett, William Neale, Pilning, Gloucester, Labourer. Jan 13 at 1 at offices of Gwynn and Nunneley, All Saints ct, Bristol

Bloxham, Charles John, Plumstead, Kent. Jan 17 at 12 at offices of Peake, Brewer st, Woolwich

Brown, Martin, Holywell Village, Northumberland, Grocer. Jan 7 at 3 at offices of Whitehorne, Camden st, North Shields

Buffham, Rueben, Spalding, Lincoln, Watchmaker. Jan 13 at 12 at White Hart Hotel, Spalding. Calthrop, Spalding

Challis, Alfred John, Fulham rd, Licensed Victualler. Jan 19 at 3 at offices of Andrews and Mason, Ironmonger lane, Bartrum, Old Jewry chambers

Clarke, Edward, Birmingham, Tin Plate Worker. Jan 10 at 3 at offices of Wood and Son, Waterloo st, Birmingham

Cock, Henry William, Carlton Colville, Suffolk, Boatowner. Jan 20 at 3 at offices of Johnson, Old Bank House, South Lowestoft

Cuff, Frederick, Drummond st, Euston rd, Bootmaker. Jan 14 at 2 at offices of Montagu, Bucklersbury

Dalby, William, Hunslet, near Leeds, Grocer. Jan 7 at 1 at offices of Rooke and Midgeley, White Horse street, Boar lane, Leeds

Davis, John, Kent, Furniture Dealer. Jan 18 at 12 at the Guildhall Coffee House. Mowll, Dover

Doig, Henry Andrew, Heaton Norris, Lancaster, Engineer. Jan 10 at 3 at offices of Reddish and Lake, Bridge st, Stockport

Evans, William, Pontardawe, Glamorgan, Draper. Jan 11 at 11 at offices of Thomas, York pl, Swansea

Filmer, Frederick John, Herne Hill, Surrey, Coal Merchant. Jan 11 at 12 at offices of Few, Borough High street, Southwark

Fletcher, Richard, King's Norton, Worcester, Grocer. Jan 7 at 11 at offices of Huggins and Mallard, Newhall chambers, Newhall st, Birmingham

Forbes, Daniel, Albert rd, Stratford, Commercial Traveller. Jan 13 at 11 at offices of Gregory, Cannon st

George, John, and James George, Great Yarmouth, Fishing Boat Owners. Jan 13 at 3 at offices of Clowes and Son, Queen st, Great Yarmouth

Gilson, Giles, Bristol, Butcher. Jan 11 at 12 at offices of Beckingham, Broad st, Bristol
Glover, James, Birmingham, out of business. Jan 8 at 11 at offices of James, Temple st, Birmingham
Glover, Thomas, Bristol, Grocer. Jan 4 at 11 at offices of Sherrard, John st, Bristol
Haggas, Charles, Ventnor, Isle of Wight, Confectioner. Jan 11 at 3 at offices of Fardell, Cambrian House offices, Market st, Ryde
Halladay, Edwin, and Thomas Halladay, Corley, Warwick, Wheelwrights. Jan 11 at 12 at King's Head Hotel, Coventry. Woodcock, Coventry
Harding, Elisha, Upton, Snodsbury, Worcester, Innkeeper. Jan 8 at 3 at offices of Lambert, Foregate st, Worcester
Hayward, Thomas, Edgbaston, Warwick, Gardener. Jan 7 at 3 at offices of Rowlands, Corporation-chambers, Ann st, Birmingham
Heathcote, Henry, Rotherham, York, Slater. Jan 7 at 11 at offices of Willis, Bank-chambers, Wellgate, Rotherham
Holloway, James, Hemel Hempstead, Hertford, Baker. Jan 6 at 2 at Crown Hotel, Chesham. Rawson, Gt Marlow
Holt, Thomas, Blackburn, Lancaster. Jan 18 at 3 at offices of Holland, Northgate, Blackburn
Hutchinson, James, Wolverhampton, Licensed Victualler. Jan 8 at 10.30 at offices of Rudland, Queen st, Wolverhampton
Hutt, Edwin, Wheatfield, nr Tetsworth, Oxford, Farmer. Jan 17 at 12 at Spread Eagle Hotel, Thame. Hubbard, London Joint Stock Bank-chambers, West Smithfield
Illingworth, Robert Henry, Burley, Leeds, Grocer. Jan 10 at 3 at offices of Craven, East-parade, Leeds
Isherwood, Thomas, West Leigh, Lancaster, Grocer, Jan 11 at 12 at Albion Hotel, Piccadilly. Warburton, Crewe
Johnson, Ralph, Audley, nr Newcastle-under-Lyme, Grocer. Jan 8 at 3 at offices of James, Newcastle-under-Lyme
Jones, Jonathan, New Brighton, Chester, Builder. Jan 7 at 2 at offices of Knowles, Cook st, Liverpool
Jones, Owen, High Bangor, Tailor. Jan 6 at 2 at the Liverpool Arms Hotel, Chester. Roberts, Bangor
Kirkham, William, Amwell st, Clerkenwell, Manufacturing Jeweller. Jan 7 at 2 at offices of Henry, Furnival's inn, Holborn
Lennard, Thomas George Barrett, Torquay, Devon, Gent. Jan 7 at 11 at offices of Lindrop, Fleet st, Torquay. Fox and Whittuck, Bristol
Light, Henry, Birmingham, Tea Dealer. Jan 11 at 11 at offices of Powell and Browett, Ann st, Birmingham
Longbottom, Thomas Henry, and James Longbottom, Mixenden, Halifax, Worsted Manufacturers. Jan 7 at 3 at the White Lion Hotel, Halifax. Storey, Halifax
Lush, Charles, jun, Portsea, Hants, Cooper. Jan 11 at 4 at offices of Casey, St George's sq, Portsea. Whitehall, Portsea
Malinson, Thomas, Cross, Neston, Cheshire, Grocer. Jan 14 at 2 at offices of Lyon and Reynolds, Old Castle buildings, Preeson's row, Liverpool
Metcalf, John, Newcastle-upon-Tyne, Merchant. Jan 7 at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne
Meyrick, James, Upper Machen, Monmouth, Grocer. Jan 10 at 12 at offices of Gibbs and Llewellyn, Bridge st, Newport
Montague, Elizabeth, Lindon grove. Jan 3 at 2 at offices of Grueber, Crosby sq, London
Mott, Robert, Green st, Bethnal green, Grocer. Jan 11 at 2 at offices of Hanson, King st, Cheapside
Mountain, John, Birmingham, Mechanical Toy Manufacturer. Jan 7 at 3 at offices of Fallows, Cherry st, Birmingham
Munday, Thomas, Portobello rd, Notting hill, Cheesemonger. Jan 7 at 3 at offices of Brook, Coleman st. Godfrey, Gresham bldgs, Guildhall
Pattison, John, Durham, Grocer. Jan 3 at 2 at offices of Bell, Side, Newcastle-upon-Tyne. Benning, Gateshead-on-Tyne
Powers, John, Girtford, Bedford, Baker. Jan 19 at 3 at offices of Hooper and Co, Biggleswade
Prior, George Mason, Cambridge, Pork Butcher. Jan 8 at 2 at offices Lyon, St Andrew's st, Cambridge
Radford, Joseph Ward, Holbeach, Lincoln, Farmer. Jan 10 at 12 at the White Hart Hotel, Spalding. Calthorp, Spalding
Richards, Samuel, Mildmay chmbrs, Bishopsgate st, Mining Engineer. Jan 18 at 1 at offices of Harling, Fetter lane
Sarginson, John, Cordilleras, nr Richmond, York, Farmer. Jan 8 at 1 at the Golden Lion Hotel, Northallerton. Robinson, Darlington
Shepperson, Robert Albert, Wistow, Huntingdon, out of business. Jan 7 at 12 at offices of Gaches, Cathedral gateway, Peterborough
Sibley, Charles, Wheathampstead, Hertford, Farmer. Jan 13 at 11 at the George, Hotel, St Albans. Wells, St Albans
Simmonds, William, Reading, Berks, Fish Curer. Jan 11 at 11 at offices of Newman, Friar st, Reading
Spencer, James, Leicester, General Furnisher. Jan 12 at 12 at offices of Wright, Gallowtree gate, Leicester
Stephenson, Richard, Hollym, York, Farmer. Jan 7 at 2 at offices of Gregson, Exchange buildings, Bowlalley lane, Kingston upon Hull. Thorpe and Firth
Stork, John, Withernwick, York, Farmer. Jan 18 at 1 at Paragon Hotel, Paragon st, Kingston upon Hull. Dunn, Gt Driffield
Swallow, Thomas Dawson, Halifax, Manufacturer's Clerk. Jan 13 at 12.30 at offices of Sargent, Northgate chambers, Northgate, Halifax. Stansfeld, Halifax
Syres, William, Old Kent rd, Fruiterer. Jan 12 at 2 at offices of Jones, Bishopsgate st, Within
Thomas, Oliver Dillon, Pontypool, Monmouth, Surgeon. Jan 7 at 1 at offices of Daunecy, Albion chambers, Newport
Vasser, George, Millson rd, West Kensington, Journeyman Carpenter. Jan 7 at 3 at offices of Cooper, Southampton buildings, Chancery lane
Verriour, George William, Cheltenham, Greengrocer. Jan 13 at 11 at offices of Clark, Regent st, Cheltenham
Wells, George, Oxford, Builder. Jan 20 at 12 at Inns of Court Hotel, High Holborn. Hudson, Furnival's inn
Wilkinson, John, Ponteland, Northumberland, Brewer. Jan 5 at 2 at offices of Sewell, Grey st, Newcastle on Tyne

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